



BOULT CUMMINGS
CONNERS BERRY PLC

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August 6, 2001

David Waddell
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Re: *Petition for Arbitration of DIECA Communications, Inc. d/b/a Covad Communications Company for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996*
Docket No. 00-01130

Dear David:

On August 3, 2001, DIECA Communications, Inc. d/b/a Covad Communications Company, filed the rebuttal testimony of Jason D. Oxman, Thomas E. Allen, William Seeger and Mike Zulevic in the above-captioned proceeding. Exhibits were inadvertently omitted from the testimony of Mr. Oxman and Mr. Allen. Enclosed please find these exhibits. The attachments have been served on the parties of record. I apologize for any inconvenience.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: *Henry Walker by wlm*
Henry Walker *w/permission*

HW/wlm

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EXECUTIVE SECRETARY

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8/6/2001

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Exhibit
Testimony of Jason D. Oxman

5/24/01
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for Interconnection Arbitration)
By DIECA Communications, Inc. d/b/a)
Covad Communications Company Against)
BellSouth Telecommunications, Inc.)
_____)

Docket No. 001797-TP

Filed: May 23, 2001

**BELLSOUTH'S RESPONSES AND OBJECTIONS TO
COVAD'S SECOND SET OF INTERROGATORIES
AND SECOND REQUEST FOR PRODUCTION OF DOCUMENTS**

BellSouth Telecommunications, Inc. ("BellSouth") submits the following responses and objections to DIECA Communications, Inc. d/b/a Covad Communications Company's (hereinafter "Covad") Second Set of Interrogatories and Requests for Production of Documents as follows:

GENERAL OBJECTIONS

1. BellSouth objects to the definitions and instructions to the extent they seek to impose any obligation upon BellSouth which exceeds the obligations established by the rules of civil procedure or by the Commission.
2. BellSouth objects to the definition of "BellSouth" as overly broad. BellSouth will respond to these requests on behalf of those entities for whom BellSouth is legally required to respond.
3. BellSouth objects to each Interrogatory or Request for Production of Documents to the extent it seeks information protected from disclosure by the attorney-client and/or work product privileges.

BellSouth Telecommunications, Inc.
FPSC Dkt No. 001797-TP
Covad's 2nd Set of Interrogatories
May 8, 2001
Item No. 35
Page 1 of 1

REQUEST: On page 4 of Ms. Cox's direct testimony, she states "BellSouth is not willing to agree to language that can be the subject of ongoing disputes such as a provision that the limitation of liability would not apply to 'material' breaches of the agreement." Since limitation of liability language exists in Covad's and presumably other ALEC contracts, please identify the number, type and scope of each and every dispute BellSouth has had with a ALEC regarding the limitation of liability language which references "material" breach of the agreement.

RESPONSE: BellSouth has not been involved in any disputes with ALECs regarding the limitation of liability provision in the agreement in which the materiality of the dispute was raised as an issue.

RESPONSE PROVIDED BY: Mike Twomey
Attorney
675 West Peachtree Street
Atlanta, GA 30375

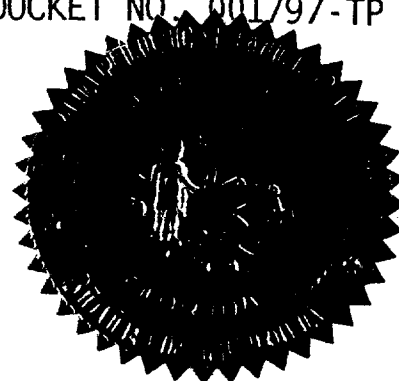
Exhibit
Testimony of Thomas E. Allen

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 001797-TP

In the Matter of

PETITION BY DIECA COMMUNICATIONS,
INC. D/B/A COVAD COMMUNICATIONS
COMPANY FOR ARBITRATION OF
UNRESOLVED ISSUES IN INTERCONNECTION
AGREEMENT WITH BELL SOUTH
TELECOMMUNICATIONS, INC.



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ARE A CONVENIENCE COPY ONLY AND ARE NOT
THE OFFICIAL TRANSCRIPT OF THE HEARING
AND DO NOT INCLUDE PREFILED TESTIMONY.

VOLUME 5

PAGES 652 THROUGH 801

PROCEEDINGS: HEARING

BEFORE: COMMISSIONER LILA A. JABER
COMMISSIONER BRAULIO BAEZ
COMMISSIONER MICHAEL A. PALECKI

DATE: Thursday, June 28, 2001

TIME: Commenced at 8:30 a.m.

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: KORETTA E. STANFORD, RPR
Official FPSC Reporter
(850) 413-6734

APPEARANCES: (As heretofore noted.)

FLORIDA PUBLIC SERVICE COMMISSION DOCUMENT NUMBER-DATE

08244 JUL-55

FPSC-RECORDS/REPORTING

I N D E X

WITNESSES

NAME:

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BERNARD SHELL

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1 A No, we don't compensate Covad. I mean, we're saying
2 we will deliver a loop that meets certain specifications, and
3 we will take extraordinary steps to make sure that that product
4 reaches Covad the way it's designated. For that, there's added
5 cost in order to do it. That added cost is reflected in the
6 price that Covad must pay. But if they choose to avoid that,
7 then they can go with the other product.

8 Q Well, but Covad is proposing that it's willing to pay
9 that price if BellSouth delivers the loop 90% of the time on
10 time and working. We just want our customers not to experience
11 that risk. Is that reasonable?

12 A No, because again, it redefines the product. As I
13 said, we'd have to dispatch on every one of them.

14 Q But you'll be compensated for those dispatches, if
15 you delivered 90% of the time.

16 A Well, we'll be compensated at a rate that Covad is
17 suggesting which may not be sufficient for us. The other
18 problem, quite honestly, is what you're doing here is you're
19 creating a potential for a contest that doesn't make a lot of
20 sense. And what I mean by is a BellSouth technician goes out,
21 makes the appropriate measurements and does testing with Covad
22 on the loop. Covad attaches their equipment to it and they
23 find that it doesn't work, that the ADSL high-pitched stream
24 doesn't travel at what they thought it would. So they say,
25 well, wait a minute, this isn't what I want. BellSouth says

1 well, wait a minute, it meets the TR specification. It's what
2 we're guaranteeing -- it's what we're promising to deliver you,
3 and then you get into these contests. And that's just more
4 time and effort, and I don't think it's beneficial to either
5 party.

6 So, I don't think your proposal really makes a lot of
7 sense. What makes sense is for us to deliver the product that
8 we have in our catalog of product, which is this TR and to
9 deliver them at specifications and the price they're priced at.

10 Q That may or may not work.

11 A Well, they should work the vast majority of times.
12 If they don't work, then we do have a problem and we need to
13 fix that.

14 Q And if Covad would rather that problem be fixed in
15 the provisioning process, would you agree that what Covad has
16 proposed is exactly a mechanized -- mechanism to fix that in
17 the provisioning process?

18 A No. I think, what Covad should do is order a
19 designed loop, because that gives them what they're proposing,
20 essentially, for the nondesigned loop.

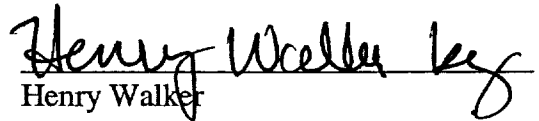
21 COMMISSIONER JABER: Is a designed loop more
22 expensive?

23 THE WITNESS: Yes. It costs more, because there's
24 more work content associated with providing it, but there's a
25 greater chance that it's going to meet all the parameters of

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via U.S. Mail, postage prepaid, to the following on this the 6th day of August, 2001.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce St., Suite 2101
Nashville, TN 37201-3300


Henry Walker

WLM/permission